R. J. REYNOLDS TOBACCO COMPANY
RETAIL PARTNERS MARKETING PLAN CONTRACT
MAXIMIZED PRESENCE PACK OUTLET < 80% ACV
LEVEL 2

Request for Taxpayer Identification Number and Certification
R. J. Reynolds Tobacco Company must withhold tax at the rate of 31% from payee in conformity with Internal Revenue Service backup withholding requirements, if the payee fails to provide R. J. Reynolds Tobacco Company with sufficient correct information to issue a Form 1099 to such payee for any calendar year. With an individual proprietorship, this information is the person's individual name and either his/her social security number (S.S. No.) or the employer identification number (EIN) for the proprietorship. In addition to the payee's individual name, the payee may also provide the business name for the sole proprietorship, provided the individual name is listed before the business name. (Sole proprietors may not furnish only the business name.) With respect to corporations, partnerships, estates, trusts, and similar entities, the necessary information is the entity's name and employer identification number (EIN) as it appears on IRS Form 575 (Assignment of Employer Identification Number).

Type of Organization: Corporation _____. Sole Proprietor _____. Partnership, Estate, Trust, etc.____.

Is this a corporation exempt from backup withholding? Yes _____ No _____

Please use the appropriate line to fill in the name and Taxpayer Identification Number:

Corporation Name _____ EIN |_|_|-|_|_|_|_|_|_|_|

or

Sole Proprietor's Name _____ S. S. No. |_|_|_|-|_|_|-|_|_|_|_|

Sole Proprietor's Business Name _____ EIN |_|_|-|_|_|_|_|_|_|_|

or

Partnership, Estate, Trust, etc. _____ EIN |_|_|-|_|_|_|_|_|_|_|

Address (Number, Street, and Apt. or Suite Number) _____

Address (City, State, and ZIP Code) _____

Certification:
Under penalties of perjury, I certify that:
1. The number shown above is my correct taxpayer identification number (or I am waiting for a number to be issued to me) and
2. I am not subject to backup withholding because: (a) I am exempt form backup withholding, or (b) I have not been notified by the Internal Revenue Service that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

Certification Instructions: You must cross out Item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because of under reporting interest on your tax return.

Store Name (Please Print) _____ RJR Account No. _____

Street Address _____ RJR Territory No. _____

City/State _____ Zip Code _____

Call Classification _____ Brand (If Chain) _____

Current RJR Vol.	Type	# Stores	Monthly Payment	Total Quarterly Dollar Amount
				$
				$
				$
			TOTAL	

Date Contract Signed

Retailer's Signature _____

Title: _____

Contract Effective Date

R. J. REYNOLDS TOBACCO COMPANY

By: _____

FUNCTION	CONTRACT TYPE	PLAN	UNITS	RATE	EFFECTIVE MO/YR
FUNCTION					
A=ADD					
E=END					
D=DELETE					
C=CHANGE					

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Form
Item #

Source: https://www.industrydocuments.ucsf.edu/docs/jmdp0000

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R. J. Reynolds Tobacco Company (RJR) is pleased to announce the following Retail Partners Marketing Plan for retail accounts that meet the following criteria:

- Cigarettes represent less than 80% of All Commodity Volume (ACV) for inside sales.
- 51% or more total industry volume sold by the pack in retail outlets where purchases are intended to be quick and convenient evidenced by such factors as limited SKU selection, few registers for product purchases and convenient parking.
- Minimum of 17 cartons of RJR brands sold per week and 100 cartons per week (CPW) industry volume.
- Distribution of all RJR brands in all price tiers as required.
- Cigarettes are merchandised and sold from a Maximized Presence tobacco configuration. Maximized Presence consists of the following components: RJR Side Carton (Waterfall) Display; RJR Promotional Unit; RJR Full Price Priority Brand Display(s); RJR Savings Priority Brand Display. These components are integrated within conventional merchandising fixture(s), slatwall configuration or exist separately within primary line of sight in either self or non-self service setting at the primary point of purchase.

Retailers not meeting the above requirements should discuss other available merchandising alternatives with an RJR Representative.

MERCHANDISING/PRESENCE PROGRAM ELEMENTS

- No RJR displays or advertising will be merchandised below competitive brands or advertising.
- Two RJR Full Price Priority Brands and one RJR Savings Priority Brand display will be maintained in primary line of sight. One RJR Full Price Priority Brand and one RJR Savings Priority Brand display will occupy the #1 or #2 positions as defined by RJR. Second RJR Full Price Priority Brand will occupy a position acceptable to RJR. If any competitive displays are maintained on selling counter, RJR Full Price Priority Brand Display(s) and/or Savings Priority Brand display will be maintained on selling counter to match full price and/or savings competitive display(s) on selling counter.
- RJR Priority Brand pack displays will occupy no less than forty (40) pack facings, not including promotional space, as designated by RJR.
- Two RJR Full Price Priority Promotional and one RJR Savings Priority Promotional display with pricing capability will be maintained in primary line of sight. One RJR Full Price Priority and one RJR Savings Priority Promotional display will occupy the #1 or #2 positions as defined by RJR. Second RJR Full Price Priority Promotional display will occupy space acceptable to RJR.
- Retailer will maintain side carton visibility for two RJR Full Price Priority Brands and one RJR Savings Priority Brand as designated by RJR in primary line of sight. RJR side carton visibility will be equal to RJR Store SOM or RJR Local Trading SOM or 25%, whichever is highest, but in each case no less than three (3) cartons per Priority Brand.
- RJR share of total available pack/carton facings and signage will be equal to RJR Store SOM or RJR Local Trading Area SOM or 25% whichever is highest, provided that, in merchandising configurations integrated within fixtures or slatwall sets, RJR's total available will be no less than three linear feet wide creating a merchandising space of no less than 12 square feet.
- Non-Priority RJR Brands will be merchandised immediately below RJR Priority Brands until all required SKU's are satisfied.

ADDITIONAL MERCHANDISING/PRESENCE REQUIREMENTS

- Retailer will accept and execute RJR promotions with sales to consumers only including, but not limited to: pre-book/order book additional product for delivery prior to scheduled promotion; assemble and place RJR promotional displays/advertising in location(s) highly visible to retail consumers.
- Retailer will permit RJR to affix permanent RJR advertising to display and merchandiser space utilized by RJR under this Agreement. Retailer will not permit additional advertising of any kind, including advertising for Retailer's own products, to be affixed to or interfere with RJR displays.
- RJR merchandisers, displays and free standing signage will be lit as designated by RJR.
- RJR displays and advertising may not be impaired or obstructed from view of consumers by competitive displays or by any other means.
- RJR will have the ability to effectively communicate all promotional activity to consumers.
- RJR's ability to advertise price will be no less than parity with other participating tobacco companies.
- RJR reserves the right for final approval of display and advertising types, sizes and locations. Retailer will maintain display and advertising space according to RJR authorized plan-o-gram with no additional competitive permanent fixtures and displays allowed beyond those illustrated in plan-o-gram. Changes in authorized location of displays and advertising, or effectiveness of location, will not be made without RJR approval.
- Retailer will provide RJR accurate volume information and will authorize supplier(s) to provide volume data to RJR including specific brand information and promotion activity.
- Retailer will: (1) provide space required for RJR distribution needs; (2) maintain adequate inventory of RJR brands, to include new items for a minimum of 6 months, as requested by RJR; and (3) permit RJR to make reasonable audits of performance and to inspect and rotate RJR products.
- Retailer will not restrict RJR's ability to display, promote or distribute RJR brands and compete equally with other tobacco companies in all areas of retail.
- If legislation or government regulation restricts point-of-sale advertising, RJR will be given the % or number of advertising pieces permitted by law.
- Retailer will not sell or distribute product not intended for domestic sale.
- Other_____

_____

Retailer agrees to perform the requirements set forth above. Failure to satisfy requirements will result in forfeiture of monthly payment(s) until compliance achieved or may result in termination of this Agreement.

Either party can terminate this Agreement upon thirty (30) days notice to the other party. In the event Retailer fails to comply with the requirements of this Agreement, RJR may terminate this Agreement immediately upon notification to the Retailer.

MERCHANDISING/PRESENCE PAYMENT

RJR volume will be determined by the average weekly sales of all RJR brands during the most recent 3-month period. RJR will pay qualifying retailer $_____ per month for performance of all requirements described in this Agreement.

R.J.Reynolds Tobacco Company will make payments by check as soon as practicable after the end of each calendar quarter. Payments will be made for stores rendering full performance during a quarter, and on a pro rata basis for stores rendering performance for less than one full quarter, but more than one calendar month. Retailer will not deduct amounts due under contract from invoices due RJR.

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Form
Item #

Source: https://www.industrydocuments.ucsf.edu/docs/jmdp0000